



## **COMPLAINT**

**COMES NOW PLAINTIFF**, Jennifer B. Campbell, Dr. PH, by and through the undersigned counsel, and respectfully files this civil action against the above captioned Defendants.

## **JURISDICTION AND VENUE**

1. Jurisdiction is based upon 42 U.S.C. § 1983, 28 U.S.C. §§ 1343(a)(3), and 28 U.S.C. §1367, as to the supplemental jurisdiction over pendent state law claims.
2. Venue is based on 28 U.S.C. § 1343(a)(3), as the incidents which give rise to this case occurred in the District of Columbia. Plaintiff has timely filed notice upon the District consistent with D.C. Code § 12-309.

## **PARTIES**

3. Plaintiff, Jennifer B. Campbell, Dr.PH (“Dr. Campbell” or “Plaintiff”), is the former District of Columbia Chief Operating Officer for the Department of Health Care Finance, the state’s Medicaid agency. Plaintiff is a resident of the District of Columbia.
4. Defendant, the District of Columbia (the “District”), is a municipal entity. The District’s agency, the Department of Health Care Finance (“DHCF”) is responsible, inter alia, for administering the state’s Medicaid plan, insurance programs for immigrant children, the State Child Health Insurance Program, and Medical Charities (a locally funded program).
5. Defendant Wayne Turnage (“Defendant Turnage”) is the Director of the DHCF and is named as a defendant in his official capacity.

## **FACTS**

6. This is a case about a woman who was terminated from her employment, defamed in the press, and unjustly deprived not only her job, her good name, and her source of income, but

her entire career was wrongfully destroyed. Jennifer Campbell did not behave in the unethical manner her employer described in the Washington City Paper, nor in the Washington Post, nor in any other media outlet. She was a valuable, law abiding employee of the District of Columbia and the DHCF, and she deserves to be vindicated.

7. This case also centers on the District's efforts to implement the Patient Protection and Affordable Care Act ("PPACA"), Pub. L. 111-148, 124 Stat. 119. The PPACA, signed into law on March 23, 2010 by President Barak Obama, seeks to decrease the number of uninsured Americans and reduce the cost of health care.
8. Even before the United States Supreme Court upheld the PPACA as constitutional on June 28, 2012, the District had already begun its efforts to fulfill the PPACA's mandate. On December 20, 2011, the District passed legislation entitled the "Health Benefit Exchange Authority Establishment Act of 2011," (the "HBX Act") which established the Districts' authority to create a health care exchange.
9. According to the District's website: "Exchanges are the central mechanisms created by the health reform bill to help individuals and small businesses purchase health insurance coverage. Beginning in 2014, an Exchange will be established in each state to help consumers make valid comparisons between plans that are certified to have met benchmarks for quality and affordability."
10. Also, the DC website compares its exchange to "Travelocity" or "Orbitz." It describes the benefits to the Districts citizens: "Starting January 1, 2014, those who want to buy private health insurance for themselves and their families will be able to use these state-run exchanges to find better deals. Instead of searching individually for an insurer, you'll be able to use the exchange to choose a private plan from a menu of options."

11. Building this “Orbitz”-type Exchange is a valuable governmental contract, estimated at over \$70 million to complete.
12. As such, the HBX Act created an eleven-person Board of Directors to oversee the creation of the exchange.
13. One of the *ex officio* members of the Authority is the Director of the DHCF, Wayne Turnage.
14. Thus, the District began its preliminary search for a contractor to provide and implement the District of Columbia Access System (“DCAS”), which provides the District’s Health Benefit Exchange (“HBX”) with “a new integrated eligibility system for Medicaid, private health insurance and other programs with new case management capabilities that span programs and agencies.”
15. Plaintiff had worked for the District of Columbia since 2008, when she joined the DHCF’s Health Care Accountability Administration as Associate Director of the Office of Utilization Management. Prior to this position, she was Associate Director of a healthcare-focused best-practice think tank and a principal in a healthcare consulting corporation, both in Washington DC.
16. Plaintiff later worked as the Director of Health Care Reform and Innovation Administration for the DCHF, the administration charged with planning, establishing and implementing each portion of the PPACA. On May 7, 2012, she received a promotion to the Chief Operating Officer (“COO”) of the DCHF, the top advisor to Defendant Wayne Turnage, the Director of DHCF.
17. Plaintiff’s COO responsibilities included managing seven departments and approximately 48 employees. She handled all DCHF administrative operations and assumed the lead role

in recommending and formulating related policies and strategies. She also met with contractors and reviewed contracts.

18. Oftentimes, Defendant Turnage would hold meetings with contractors in accordance with his "open door policy." Plaintiff had, in the past, asked Defendant Turnage to open his door to all vendors, not to a preselected few as was occurring. She urged a modification to his policy to allow all contractors visitation, or none.
19. In August of 2011, in conjunction with this open door policy, Defendant Turnage asked Plaintiff to speak with a corporation called CGI Group, Inc. ("CGI"). CGI made two presentations for the HBX project. At the time, CGI also was in negotiations with DCHF for an \$11 million contract for a health information technology ("HIT") project.
20. At the time, Plaintiff did not know that, on information and belief, Defendant Turnage had a pre-established relationship with CGI. Defendant Turnage, former Chief of Staff to Virginia's Governor at that time, and CGI had worked together on the Virginia Interest Technology Agency ("VITA"), a \$300 million project, in 2005 and beyond.
21. In addition, Plaintiff was unaware that, on information and belief, when the commonwealth of Virginia partnered with CGI to create a statewide electronic procurement system called "eVA," Defendant Turnage headed that project.
22. Plaintiff also did not know CGI had talked with a company called COMPASS Consulting Services, Inc. in an effort to partner on the HBX project. On information and belief, Defendant Turnage's Deputy Director of Medicaid Finance consulted for COMPASS.
23. On May 10, 2012, Plaintiff called a meeting to discuss the HIT project. Plaintiff had reviewed CGI's proposed contract and had several issues with it. She discussed these with DHCF's contract division lead and other members of the office of the COO staff whom had

knowledge of the contract, including a missing liquidated damages clause and inconsistencies with the best and final offer and the contract.

24. The contracts division staff then had multiple correspondences with CGI to discuss outstanding concerns regarding the contract, to which CGI was resistant.
25. Plaintiff alleges this was the impetus for the events of the following weeks, as she was coming to the conclusion that CGI might not be the best contractor for the DCAS project, in light of the HIT contract's progress.
26. Five days later, CGI met with Defendant Turnage, Plaintiff, and other personnel from DHCF to give another presentation for the DCAS.
27. During this second demonstration, the District's requirement of use of 35% certified business enterprises ("CBEs") was discussed.
28. CBE certification gives local disadvantaged businesses preference to compete in contract and procurement opportunities. Contractors may obtain preferences in the form of two to 12 points (maximum) on their submission of Request for Proposals ("RFPs") and/or a 2 to 12 percent reduction (maximum) on their response to bids. For the DCAS project, the eventual winner of the Request for Proposal would have to partner with a CBE company in order to be awarded the contract.
29. CGI was not CBE certified.
30. At this second demonstration, Plaintiff and Defendant Turnage reminded CGI of the District's CBE requirement. CGI asked questions regarding the requirement and said they were looking into potential CBE partners.
31. In some instances in the past, the District had waived this requirement.

32. Plaintiff reminded CGI that given the magnitude of the contract, a waiver would not occur.

Defendant Turnage concurred.

33. On May 17, 2012, Plaintiff received a telephone call from Holli Ploog, Vice President of CGI. Ploog asked Plaintiff for feedback regarding a list of potential CBE partners. Plaintiff said that she could only share which ones she knew did work for DHCF in the past but could not speak to the company's performance. Plaintiff said that the District contractors have performance reviews conducted and are publicly available upon request.

34. Plaintiff then referred CGI's team to the District's Department of Small and Local Business Development ("DSLBD") for additional information on CBE partners. Ploog responded that she had tried this department, but had not received an answer. The conversation then concluded.

35. Suddenly, Plaintiff's world was turned upside down. Plaintiff was unaware that DHCF, Defendant Turnage included, had met with CGI on Saturday, June 2, 2012 when the DHCF offices are closed. Such weekend meetings are unheard of.

36. Plaintiff had just arrived in Nashville, Tennessee for a two-day health reform conference. Plaintiff received six phone calls from Melissa Byrd, Turnage's Chief of Staff, commanding her to return to Byrd's office on Monday morning. Plaintiff was not given a reason for the urgency.

37. Sunday night, Plaintiff's staff e-mailed her asking why there was an urgent meeting called for Monday morning with Defendant Turnage. Plaintiff had not been apprised of this meeting and was therefore unable to offer any feedback.

38. On Monday, Plaintiff went to her office at DCHF with her suitcase in tow. As she entered her office, one of her staff members told her that she had been instructed not to let Dr. Campbell into her own office and she must wait in Byrd's office.
39. Plaintiff waited for more than an hour in Byrd's office, with her suitcase beside her, as DCHF's staff members passed by the office to see what was happening.
40. Upon Byrd's arrival, she told Dr. Campbell to wait in the large conference room that is the center of all DCHF activity, and in full view of the staff.
41. Byrd and a representative of the District's Human Resources appeared in the conference room and told Plaintiff just she was being placed on administrative leave. Plaintiff pressed for a reason why this occurred, but was given only ambiguous answers.
42. Plaintiff gave her Blackberry and identification badge to Byrd. Attached to the badge was a piece of personal property: a portable thumb drive Dr. Campbell carried with her containing personal information, such as copies of tax returns, wedding pictures, resumes, biographies, and teaching lectures/materials, accumulated since 2005, which she used for her professorial positions.
43. As of the date of this filing, and after several documented requests since the first day of her administrative leave, Defendants have not returned the thumb drive to Plaintiff.
44. A mere two days later, as Plaintiff remained on administrative leave and uninformed as to what precipitated the leave, a meeting of the DCHF was held. The District announced it was looking for a new COO and that the internal investigation of Dr. Campbell did not "look good."



45. Also unbeknownst to Plaintiff, DHCF had already contacted Alan Suderman, author of the “Loose Lips” column, via email, to transmit documents about Plaintiff and her eventual termination from employment.
46. Plaintiff continued to attempt to arrange a meeting with Defendant Turnage, but was incapable of doing so.
47. A meeting scheduled for June 7, 2012 was inexplicably cancelled. Plaintiff requested for the new time and date via email but did not receive an answer for two more days. She then received an email scheduling another meeting for Monday, June 11, 2012 at 6 p.m.
48. That Monday, Plaintiff received an early morning call from Byrd stating the “media ha[d] received wind of the story.” Furthermore, Byrd informed Plaintiff that the purpose of that evening’s meeting was to terminate her with cause.
49. On Tuesday, June 12, 2012, the “Loose Lips” column of the Washington City Paper published an article, written by Alan Suderman, entitled “*Health Care Finance COO Fired over Contract Steering Allegations.*”
50. According to the article, the District and Defendant Turnage had fired Plaintiff (who, but for Byrd’s 7:30 a.m. call, thought she was still on administrative leave).
51. The article went on to state Plaintiff had been fired for trying to ““steer business toward some minority firms and away from others’ in the bidding on the forthcoming contract for the Districts’ health insurance exchange. . . .”
52. The article accused Plaintiff of trying to force CGI to partner with Darryl Wiggins, the owner of a document management company and a CBE.
53. This allegation is untrue.

54. Plaintiff had only met Wiggins on a single occasion, in the company of Defendant Turnage earlier in the year, and never referred anyone to CGI.
55. After reading the published article, Plaintiff declined to attend that evening's meeting. She requested her termination letter be sent to her via mail.
56. When her letter arrived, it stated she was being separated from her position as COO, ES341-10 with the DHCF for cause.
57. Defendants claimed she had "acted inappropriately and violated District ethical standards cited in Section 1810 of Chapter 18 of the District Personnel Manual by giving preferential treatment to any person, impeding government efficiency or economy; and by affecting adversely the confidence of the public in the integrity of the government."
58. The District accused Plaintiff of making unethical comments to CGI:
- "Wayne Turnage received call from a Vice-President of CGI informing him that she had been contacted, unsolicited, by you. You told the VP that it was in CGI's interest to take a look at Darryl Wiggins as a minority partner for the Level 2 grant for the District's Health Insurance Exchange . . ."
59. This accusation is untrue.
60. Secondly, the District accused Plaintiff of conducting unethical and illegal behavior with COMPASS. This was the first time Plaintiff had heard such an allegation as well.
61. The letter stated:
- "Mr. Turnage met with the owner of COMPASS. . . the owner of COMPASS reported that you approached him and made it very clear which employees in his organization should continue to have a job. . . Shortly thereafter, COMPASS noted their payments from DHCF for services rendered began to be delayed."
62. This accusation is untrue.
63. Lastly, the District's letter stated that,
- "COMPASS indicated it is widely known that you have been meeting with minority vendors in an effort to put together a team that would submit a bid as prime contractor for the health insurance exchange... COMPAS indicated that COMPASS and CGI were

considering a partnership until CGI called and informed COMPASS they would not be partnering with CGI pursuant to instructions received by you.”

64. This accusation is untrue.

65. These conversations with COMPASS never occurred.

66. The next day, the Washington Post ran a story about Plaintiff's departure from DCHF.

Again, this article made use of documents turned over by the District.

67. While Plaintiff continued to protest her innocence, the Post reported that in a meeting between Defendant Turnage and Wiggins, Defendant stated, “[I]tis my job to protect the integrity of the contracting process for one of the District's most significant procurements and because of that, we take the charges against Jennifer quite seriously.”

68. Plaintiff was bewildered by these comments given her knowledge of Defendant Turnage's reaction to and handling of an egregious act of misconduct by the former DHCF Director of Human Resources.

69. On information and belief, in September of 2011, it was brought to Defendant Turnage's attention that the Director of Human Resources had hired her own son and had him misrepresent himself on the District's employment application. On information and belief, during the time her son was employed by DHCF, he received promotions and severe salary increases through the insistence of the Director of Human Resources for DHCF, his mother.

70. Defendant Turnage met with the Director of Human Resources personally, not just Byrd, where she admitted to her wrongdoings. It was not until January that the Inspector General was given the information and complaint by a group of DHCF employees who recognized Defendant Turnage's disinterest in addressing the issue although it is was his duty to protect the integrity of the employment process. On information and belief, only as a result of the District's Department of Human Resource's (DCHR) and the Inspector General's

investigations did Defendant Turnage take action and place the Director of Human Resources on administrative leave and then terminate her in April of 2012.

71. On information and belief, it took Defendant Turnage six months and the insistence of the Inspector General and DCHR to take action on known and blatant misconduct; however, it took him one weekend day, one conversation with a large vendor with whom, on information and belief, he has had prior business dealings, and no conversations with Dr. Campbell, to take action on mere accusations.
72. Weeks following the Plaintiff's formal termination, she was allowed back into her office, escorted by Melisa Byrd and the General Counsel to DHCF.
73. While it was after hours, the office had not been cleared. Plaintiff was forced to walk to her office, in full view of the remaining employees, and clear her desk of personal items.
74. Plaintiff was then commanded to show every piece of paper she wanted to remove to Byrd and receive Byrd's approval. Humiliated, Plaintiff placed her personal items in a cardboard box and was escorted out, again in full view of the remaining staff.
75. Plaintiff has sustained damages as a result of the foregoing including without limitation lost wages, lost benefits, pain and suffering, emotional distress, mental anguish, and damage to her reputation.

**COUNT I**  
**CONSTITUTIONAL DEFAMATION**  
**VIOLATION OF FIFTH AMENDMENT LIBERTY INTEREST**  
**42 U.S.C. §1983**

76. Plaintiff hereby incorporates by reference paragraphs 1 through 75 as if fully set forth herein.
77. Defendants' termination of Plaintiff and the publicity attached thereto, including but not limited to Turnage's comments to members of the press and the release of Plaintiff's emails

to Loose Lips, suggested that Plaintiff was dishonest, a liar, unethical, and terminated for reasons related to her performance of her job.

78. Furthermore, Defendant Turnage's comments and actions made to Suderman and the Washington Post, staff, the District's Mayor's staff, the Deputy Mayor (for whom she once worked) among others, impugned Plaintiff's professional competence and reputation and placed a significant roadblock on her ability to obtain permanent full time employment in her chosen field of healthcare finance.
79. In fact, recently Plaintiff was told by a potential employer that while she is talented, skilled, and a perfect fit for the position they wish for her to fill, given the publicity of the termination and the severity of the accusations, it would be a risk and possible public and/or political liability for them to hire her.
80. Said actions created a stigma that foreclosed Plaintiff's freedom to take advantage of other employment opportunities, including losing her wages and pursuing employment in her chosen field in healthcare finance.
81. Defendant's termination of her employment, public vilification, and chastisement substantially reduced the value of Plaintiff's human capital and her professional responsibilities.
82. As a direct and proximate result of Defendants' actions, Plaintiff suffered and continues to suffer from injury to her liberty interest under the Fifth Amendment, including embarrassment, humiliation, mental anguish, and loss of reputation.
83. Defendants' wrongful conduct has had significant effects on Plaintiff's overall physical and emotional wellbeing due to a preexisting condition that is exacerbated by stress.

## COUNT II

**D.C. FALSE CLAIMS ACT**  
**D.C. CODE § 2-381.04**  
**(Retaliatory Termination)**

84. Plaintiff hereby incorporates by reference paragraphs 1 through 83 as if fully set forth herein.
85. Pursuant to the D.C. False Claims Act, Defendants are prohibited, *inter alia*, from discharging, demoting, suspending, harassing, or in any manner discriminating against an employee because of a lawful act done in disclosing corruption.
86. Plaintiff engaged in lawful activity by reporting the contractual oversights in the CGI-HIT contract to her supervisor, Defendant Wayne Turnage and DCHF.
87. Defendants continuously violated the above referenced Act and its violations culminated in Plaintiff's termination from her employment.
88. Defendants illegally terminated Plaintiff based upon Plaintiff's exercise of a protected activity under the statute.
89. As a consequence of the termination and other actions, Plaintiff suffered significant economic and emotional damages.

**COUNT III**  
**D.C. WHISTLEBLOWER ACT**  
**D.C. CODE § 1-615.54 et seq.**

90. Plaintiff hereby incorporates by reference paragraphs 1 through 89 as if fully set forth herein.
91. Pursuant to the D.C. Whistleblower Act (DCWA), Defendants are prohibited from reassigning, terminating, or otherwise retaliating against a D.C. government employee as a result of that employee's protected disclosures that the employee reasonably believes show gross mismanagement, gross misuse or waste of government resources, and abuse of authority in connection with the administration of a government program, or a violation of a state, local or federal law, rule or regulation.

92. Plaintiff is an employee who, as a result of her disclosures to her supervisor about the CGI-HIT contractual abnormalities, enjoyed the protection of DCWPA.
93. As a direct result of Plaintiff's protected disclosures, Defendants retaliated against her, including but not limited to the release of emails to Suderman, and ultimately the termination of her employment.
94. As a result of Defendants' actions, Plaintiff suffered significant economic harm in the form of lost employment, corresponding salary, lost employment opportunities, damages to her professional reputation, and significant physical, mental, and emotional distress.

**COUNT IV  
WRONGFUL TERMINATION AGAINST PUBLIC POLICY**

95. Plaintiff hereby incorporates by reference paragraphs 1 through 94 as if fully set forth herein.
96. Defendants urged Plaintiff to perform certain actions concerning CGI and the HBX contract.
97. Plaintiff refused to modify the CBE guidelines for the DCAS policy and overlook the discrepancies in contracts pending before the DCHF.
98. As a rest of the aforementioned actions, Defendants terminated Plaintiff in violation of public policy in the District of Columbia.
99. As a result of Defendants' actions, Plaintiff suffered significant economic harm in the form of lost employment, corresponding salary, lost employment opportunities, damages to her professional reputation, and significant physical, mental, and emotional distress.

**JURY DEMAND**

Plaintiff seeks a trial by jury on all counts.

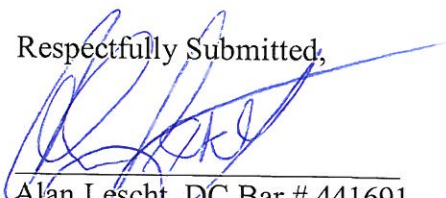
**DEMAND FOR RELIEF**

Plaintiff seeks judgment against Defendants on Counts I-IV, jointly and severally as follows:

- (a) Compensatory Damages in the amount of \$5,000,000, or such other amount as determined at trial;
- (b) Lost wages and benefits and future lost wages and benefits (front pay and benefits), in an amount to be determined at trial, plus two times the amount of back pay per DC Code 2-381.04(c);
- (c) Punitive damages, where appropriate, in the exact amount to be determined at trial;
- (d) Order defendants to retract their false statements and issue an apology and publish same in the City Paper and Washington Post;
- (e) Interest, attorney's fees and costs; and
- (f) Such further relief as this Court deems just and fair.

Dated: October, 31 2012

Respectfully Submitted,



Alan Lescht, DC Bar # 441691  
Susan L. Kruger, DC Bar # 414566  
Rani Rolston, DC Bar # 974052  
Alan Lescht & Assoc., PC  
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Fax (202) 463-6067  
Attorneys for Plaintiff



## CIVIL COVER SHEET

JS-44 (Rev. 5/12 DC)

<b>I. (a) PLAINTIFFS</b> Jennifer B. Campbell, Dr. PH  (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF <u>11001</u> (EXCEPT IN U.S. PLAINTIFF CASES)  (c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER) Alan Lescht & Associates, P.C. 1050 17th St. NW, Suite 400 Washington, DC 20036	<b>DEFENDANTS</b> District of Columbia  Wayne Turnage  COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____ (IN U.S. PLAINTIFF CASES ONLY) <small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small>																								
<b>II. BASIS OF JURISDICTION</b> (PLACE AN x IN ONE BOX ONLY)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) <b>FOR DIVERSITY CASES ONLY!</b>																								
<input type="radio"/> 1 U.S. Government Plaintiff  <input type="radio"/> 2 U.S. Government Defendant  <input checked="" type="radio"/> 3 Federal Question (U.S. Government Not a Party)  <input type="radio"/> 4 Diversity (Indicate Citizenship of Parties in item III)	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> </tr> </thead> <tbody> <tr> <td>Citizen of this State</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="radio"/> 4</td> <td style="text-align: center;"><input type="radio"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="radio"/> 5</td> <td style="text-align: center;"><input type="radio"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="radio"/> 6</td> <td style="text-align: center;"><input type="radio"/> 6</td> </tr> </tbody> </table>		PTF	DFT		PTF	DFT	Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input type="radio"/> 4	Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5	Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6
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## IV. CASE ASSIGNMENT AND NATURE OF SUIT

(Place an X in one category, A-N, that best represents your Cause of Action and one in a corresponding Nature of Suit)

<input type="radio"/> <b>A. Antitrust</b>  <input type="checkbox"/> 410 Antitrust	<input type="radio"/> <b>B. Personal Injury/Malpractice</b>  <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Medical Malpractice <input type="checkbox"/> 365 Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Product Liability	<input type="radio"/> <b>C. Administrative Agency Review</b>  <input type="checkbox"/> 151 Medicare Act  <u>Social Security</u> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <u>Other Statutes</u> <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 890 Other Statutory Actions (If Administrative Agency is Involved)	<input type="radio"/> <b>D. Temporary Restraining Order/Preliminary Injunction</b>  Any nature of suit from any category may be selected for this category of case assignment.  *(If Antitrust, then A governs)*
<input checked="" type="radio"/> <b>E. General Civil (Other)</b> OR <input type="radio"/> <b>F. Pro Se General Civil</b>			
<u>Real Property</u> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent, Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property  <u>Personal Property</u> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<u>Bankruptcy</u> <input type="checkbox"/> 422 Appeal 27 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <u>Prisoner Petitions</u> <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainee – Conditions of Confinement  <u>Property Rights</u> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <u>Federal Tax Suits</u> <input type="checkbox"/> 870 Taxes (US plaintiff or defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	<u>Forfeiture/Penalty</u> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other  <u>Other Statutes</u> <input checked="" type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 430 Banks & Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organization	<input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions (if not administrative agency review or Privacy Act)

<input type="radio"/> <b>G. Habeas Corpus/ 2255</b>  <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> <b>H. Employment Discrimination</b>  <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation)  *(If pro se, select this deck)*	<input type="radio"/> <b>I. FOIA/Privacy Act</b>  <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act)  *(If pro se, select this deck)*	<input type="radio"/> <b>J. Student Loan</b>  <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> <b>K. Labor/ERISA (non-employment)</b>  <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> <b>L. Other Civil Rights (non-employment)</b>  <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input type="radio"/> <b>M. Contract</b>  <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> <b>N. Three-Judge Court</b>  <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act)

**V. ORIGIN**  
☒ 1 Original Proceeding  
 ☐ 2 Remand from State Court  
 ☐ 3 Remanded from Appellate Court  
 ☐ 4 Reinstated or Reopened  
 ☐ 5 Transferred from another district (specify)  
 ☐ 6 Multi-district Litigation  
 ☐ 7 Appeal to District Judge from Mag. Judge

**VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)**  
 42 USC 1983, DC Code 2-381.04, DC Code 1-615.54

**VII. REQUESTED IN COMPLAINT**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐

DEMAND \$ 5,000,000  
 JURY DEMAND:

Check YES only if demanded in complaint  
 YES ☒ NO ☐

**VIII. RELATED CASE(S) IF ANY**

(See instruction)

YES ☐ NO ☐

If yes, please complete related case form

DATE: \_\_\_\_\_

SIGNATURE OF ATTORNEY OF RECORD

**INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44**  
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the cover sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV. CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII. RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

for the



Plaintiff(s)

 $\gamma_i$ 

District of Columbia

Defendant(s)

Civil Action No.

To: *(Defendant's name and address)*

District of Columbia  
Serve: Mayor Adrian M. Fenty  
1350 Pennsylvania Ave NW  
Room 419  
Washington, DC 20004

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alan Lescht & Associates, PC  
1050 17th St. NW, Suite 400  
Washington, DC 20036

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



Civil Action No.

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



Civil Action No.

Signature of Clerk or Deputy Clerk



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

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 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



for the



Plaintiff(s)

v.

Defendant(s)

Civil Action No.

To: *(Defendant's name and address)*

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



Civil Action No.

Date: \_\_\_\_\_

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

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 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*:

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I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: